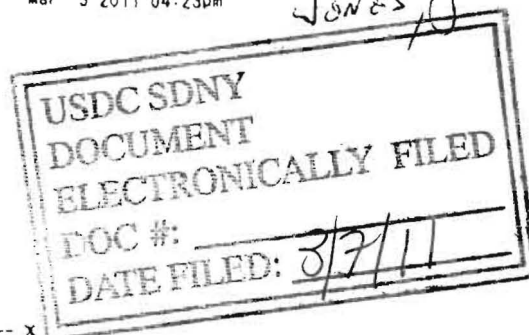


Received:

Mar 3 2011 04:23pm

JONES



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAMELA BAKER, ANDRE CAMERON, KAREN
ROBINSON CAMERON, RAMONE CAMERON,
STEVEN CAMERON, KESHIMA MIGNOTT, NORMA
STEWART, and ERIC STEWART,

Plaintiffs,

**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

10 Civ. 760 (BSJ) (RLE)

-against-

THE CITY OF NEW YORK, CAPTAIN WILLIAM
SCHWEITZER, LIEUTENANT KEVIN GALLAGHER,
SGT. ANGEL GOMEZ, Sh. #2927, DET. MARK
CALLAO, Sh. #18101, DET. ERIC COX, Sh. #2077,
DET. SELWYN FONROSE, Sh. #323, DET. ANDRES
LIBREROS, Sh. #4129, DET. THOMAS McDONELL,
Sh. #1930, DET. PATRICK RICHARDS, Sh. #2651, DET.
MANUEL RODRIGUEZ, Sh. #7147, P.O. SERAFIN
RESTO, Sh. #20849, P.O. GUTLLERMO SUAREZ, Sh.
#18101, P.O. CHERYL WEISS, Sh. #3917, and JOHN
DOE 1-15,

Defendants.

WHEREAS, plaintiffs Pamela Baker, Eric Stewart, Norma Stewart, Ramone Cameron, by his father and natural guardian Steven Cameron, Karen Robinson Cameron, Keshima Mignott, Andre Cameron and Steven Cameron, individually, commenced this action by filing a complaint on or about February 2, 2010 and an amended complaint on May 28, 2010 alleging that the defendants violated their federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, by Stipulation and Order dated September 14, 2010, plaintiff Pamela Baker agreed to settle this action for Two Thousand Five Hundred Dollars (\$2,500.00),

Received:

Mar 3 2011 04:23pm

plaintiff Eric Stewart agreed to settle this action for Two Thousand Five Hundred Dollars (\$2,500.00), and plaintiff Norma Stewart agreed to settle this action for Two Thousand Five Hundred Dollars (\$2,500.00), in full satisfaction of all of their claims, including claims for costs, expenses and attorneys' fees; and

WHEREAS, by Stipulation and Order dated September 20, 2010, plaintiff Karen Robinson Cameron agreed to settle this action for Fifteen Thousand Dollars (\$15,000.00), plaintiff Keshima Mignott agreed to settle this action for Fifteen Thousand Dollars (\$15,000.00), and plaintiff Andre Cameron agreed to settle this action for Seven Thousand Five Hundred Dollars (\$7,500.00), in full satisfaction of all of their claims, including claims for costs, expenses and attorneys' fees; and

WHEREAS, at the time of the commencement of this action, plaintiff Ramone Cameron was a minor, and his claims in this action were brought on his behalf by his father and natural guardian, Steven Cameron; and

WHEREAS, plaintiff Ramone Cameron, has now reached the age of majority; and

WHEREAS, by Order dated February 28, 2011, plaintiff Ramone Cameron has been substituted as a party in this action on his own behalf, replacing Steven Cameron, who, as father and natural guardian to Ramone Cameron, who was a minor at the time this lawsuit was filed, had brought this action on Ramone Cameron's behalf; and

WHEREAS, plaintiff Ramone Cameron and defendants now desire to resolve the issues raised in this litigation by plaintiff Ramone Cameron, without further proceedings and without admitting any fault or liability.

Received:

Mar 3 2011 04:24pm

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. All of plaintiff Ramone Camerson's claims in the above-referenced action are hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Ramone Cameron the sum of **Twenty Thousand Dollars (\$20,000.00)** in full satisfaction of all of their claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiff Ramone Cameron agrees to the dismissal with prejudice of all the claims against the named defendants, City of New York, Captain William Schweitzer, Lieutenant Kevin Gallagher, Sergeant Angel Gomez, Detective Mark Callao, Detective Eric Cox, Detective Selwyn Fonrose, Detective Andres Libreros, Detective Thomas McDonnell, Detective Manuel Rodriguez, Detective Patrick Richards, Detective Cheryl Weiss, Police Officer Guillermo Suarez and Police Officer Serafin Resto, and to release all defendants, including the individuals named here as "John Doe 1-15," and any present or former employees and agents of the City of New York or any agency thereof, including but not limited to the New York City Police Department, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff Ramone Cameron shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, Plaintiff

Received:

Mar 3 2011 04:24pm

Ramone Cameron shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff Ramone Cameron agrees to hold harmless the City of New York, Captain William Schweitzer, Lieutenant Kevin Gallagher, Sergeant Angel Gomez, Detective Mark Callao, Detective Eric Cox, Detective Selwyn Fonrose, Detective Andres Libreros, Detective Thomas McDonnell, Detective Manuel Rodriguez, Detective Patrick Richards, Detective Cheryl Weiss, Police Officer Guillermo Suarez, Police Officer Serafin Resto and the individuals named here as "John Doe 1-15" regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

Received:

Mar 3 2011 04:24pm

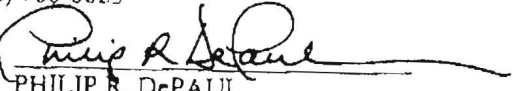
7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2011


Michael Colihan, Esq.
Attorney for Plaintiffs
44 Court Street, Suite 911
Brooklyn, New York 11201
(718) 488-7788

By: 
MICHAEL COLIHAN, ESQ.

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-208
New York, New York 10007
(212) 788-0823

By: 
PHILIP R. DePAUL
Assistant Corporation Counsel

SO ORDERED:


THE HONORABLE BARBARA S. JONES
UNITED STATES DISTRICT JUDGE

3-5-11